

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UMA THURMAN and KARUNA DREAM, INC.

Plaintiffs,

- against -

LANCÔME PARFUMS ET BEAUTÉ & CIE,

Defendant.
-----X

08 Civ. 4392 (SAS) (DF)

**INITIAL DISCLOSURES
OF DEFENDANT
LANCÔME PARFUMS
ET BEAUTÉ & CIE**

PURSUANT TO Federal Rule of Civil Procedure 26(a)(1), defendant Lancôme Parfums et Beauté & Cie (“Lancôme ”), by and through its attorneys, Reed Smith LLP, makes the following initial disclosures. Lancôme makes these disclosures based on information reasonably available to it at this time and reserves the right to revise, supplement, or clarify the disclosures set forth herein, pursuant to Federal Rule of Civil Procedure 26(e). Unless otherwise defined herein, the capitalized terms have the definitions ascribed to them in plaintiff’s complaint, dated May 9, 2008 (the “Complaint”).

Rule 26(a)(1)(A)(i)

The following are the names and addresses of individuals likely to have discoverable information concerning the claims and defenses alleged in this case:

1. Odile Roujol; Lancôme Parfums et Beauté, 106 rue Danton, 92 698 Levallois-Perret, France; telephone number: 33 1 49 64 65 00.
2. Georges-Edouard Dias; L’Oréal SA, 3 rue du 8 mai 1945, 92 110 Clichy, France; telephone number: 33 1 47 56 85 85.
3. Uma Thurman; c/o Bertram Fields, 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067.

4. Glen Meredith, Steven Lashever and Bryan Lourd; Creative Artists Agency, Inc.,
2000 Avenue of the Stars, Los Angeles, California 90067; 424-288-2000.

5. Jessica Tuchinsky

6. Lis Dalling; Special Artists Agency, 9465 Wilshire Boulevard, Suite 470, Beverly
Hills, California 90212; 310-859-9688.

7. Karen Gottlieb; 152 West 57th Street, 31st Floor, New York, New York 10019-3301;
212-554-0400.

8. Nardello & Co.; 19 West 44th Street, New York, New York 10036; 212-537-5300.

9. Barry Hirsch; 10100 Santa Monica Boulevard, Suite 1700, Los Angeles, California
90067; 310-703-1701.

The above-named individuals are likely to have knowledge of the facts and circumstances
alleged in the Complaint, as well as Lancôme's defenses to the claims alleged in the Complaint,
including information on the following issues:

1. The negotiations relating to the April 17, 2000 agreement ("Agreement"), and the
Agreement, between Lancôme, Uma Thurman ("Thurman"), and Karuna Dream, Inc.
("Karuna").

2. The termination of the Agreement, and the circumstances surrounding such
termination.

3. The notices sent by Lancôme requiring the cessation of the use of Thurman's name
and image after the Agreement terminated.

4. The purported unauthorized use by Lancôme of Thurman's name or image after the
Agreement terminated.

5. Any offers of employment received by, or negotiations or discussions of employment
with, Thurman and/or Karuna after the termination of the Agreement.

6. Any terminations of employment negotiations, or revocations of employment offers, that purportedly resulted from Thurman's perceived association with Lancôme after the Agreement terminated.

7. Any effort by Thurman/Karuna to secure employment, and the employment obtained, after the Agreement terminated.

8. The lack of economic impact resulting from the purported use of Thurman's name and image in connection with the promotion or sale of Lancôme products following the termination of the Agreement.

Rule 26(a)(1)(A)(ii)

Lancôme may use the following categories of documents to support its defenses in this action.

1. Correspondence, including memos and emails, regarding the negotiation, compliance with and termination of the Agreement.

2. Drafts of the Agreement and related correspondence.

3. Intranet web pages of Lancôme regarding use of celebrity endorsers and email or web-based communications regarding same.

4. Advertising and/promotional materials employing Thurman's name or image.

5. Web-based information regarding the popularity of, and number of "hits" on, the relevant web pages.

6. Financial documents demonstrating the lack of impact of the web pages referenced in the Complaint.

These documents are all located at Lancôme's offices in Paris, on its internet and intranet sites and on the internet and intranet sites of several affiliates of Lancôme.

Rule 26(a)(1)(A)(iii)

Not applicable.

Rule 26(a)(1)(A)(iv)

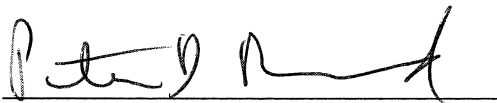
None exist.

Rule 26(a)(2)

As of this writing, no expert witness is contemplated, but Lancôme reserves the right to supplement these disclosures if it should decide to retain one or more experts.

Dated: July 18, 2008
New York, New York

REED SMITH LLP

By: 

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*Attorneys for Defendant
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